

Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR COLEEN J. SENG

[www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

May 14, 2004

Mayor Seng and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of Bleachers Bar & Grill, 5601 South 56<sup>th</sup> Street Suite 20. Bleachers Bar & Grill is requesting an addition to their current liquor license I-51268.

The area request is for a sidewalk cafe area measuring approximately 25 x 26 foot. This will be located on the south side of the business.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police

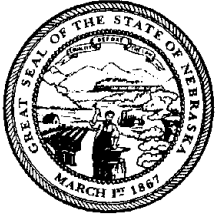


A nationally accredited law enforcement agency



# STATE OF NEBRASKA

6-7-04



**Mike Johanns**  
Governor

A4-050895  
107

## NEBRASKA LIQUOR CONTROL COMMISSION

**Hobert B. Rupe**  
Executive Director

301 Centennial Mall South, 5th Floor  
P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.nol.org/home/NLCC/>

May 11, 2004

City Clerk  
City/County Bldg  
555 S 10<sup>th</sup>  
Lincoln NE 68508

RE: Grandstand LLC  
"Bleachers Bar & Grill"  
5601 S 56<sup>th</sup> Street, Suite 20  
Lincoln NE 68516/Lancaster County  
License #I51268

Dear Clerk:

The above referenced licensee has requested permission for an addition to their premise.  
Enclosed is a copy of their request.

Please present this request for an addition to premise to your Council and send us the results of that action.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

A handwritten signature in black ink that reads "Jill Nelson".

Jill Nelson  
Licensing Division

cc: Licensee  
File

**Rhonda R. Flower**  
Commissioner

**Bob Logsdon**  
Chairman

**R.L. (Dick) Coyne**  
Commissioner

*An Equal Opportunity/Affirmative Action Employer*

City Clerk

PLEASE COMPLETE AND RETURN TO:  
NE LIQUOR CONTROL COMMISSION  
PO BOX 95046  
LINCOLN, NE 68509-5046

**COPY**

**RECEIVED**

APR 20 2004

NEBRASKA LIQUOR  
CONTROL COMMISSION

**FEE OF \$45.00 REQUIRED**

Grandstand, LLC

LICENSEE'S NAME: Robert R. Lockwood

TRADE NAME: Blenders Bar & Grill

PREMISE ADDRESS: 5601 S. 56 St. Ste. 20

CITY/COUNTY: Lincoln - Lancaster 68516

LICENSE NUMBER: 51268

TELEPHONE: 423-5381 / cell 432-6006 Bob

**PLEASE CHECK ONE OF THE FOLLOW**

☒ ADDITION/ RECONSTRUCTION ☐ RECONSTRUCTION ☐ DELETION

☐ CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From:

Indicate local governing body jurisdiction; city or county \_\_\_\_\_

Address To :

Indicate local governing body jurisdiction; city or county \_\_\_\_\_

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8 1/2 x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATED IN, CALL THE CITY OF COUNTY CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLANATION IS ALWAYS WELCOME

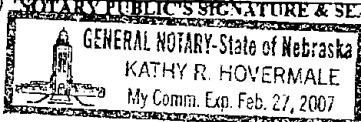
**AFFIDAVIT**

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Robert R. Lockwood  
SIGNATURE OF LICENSEE

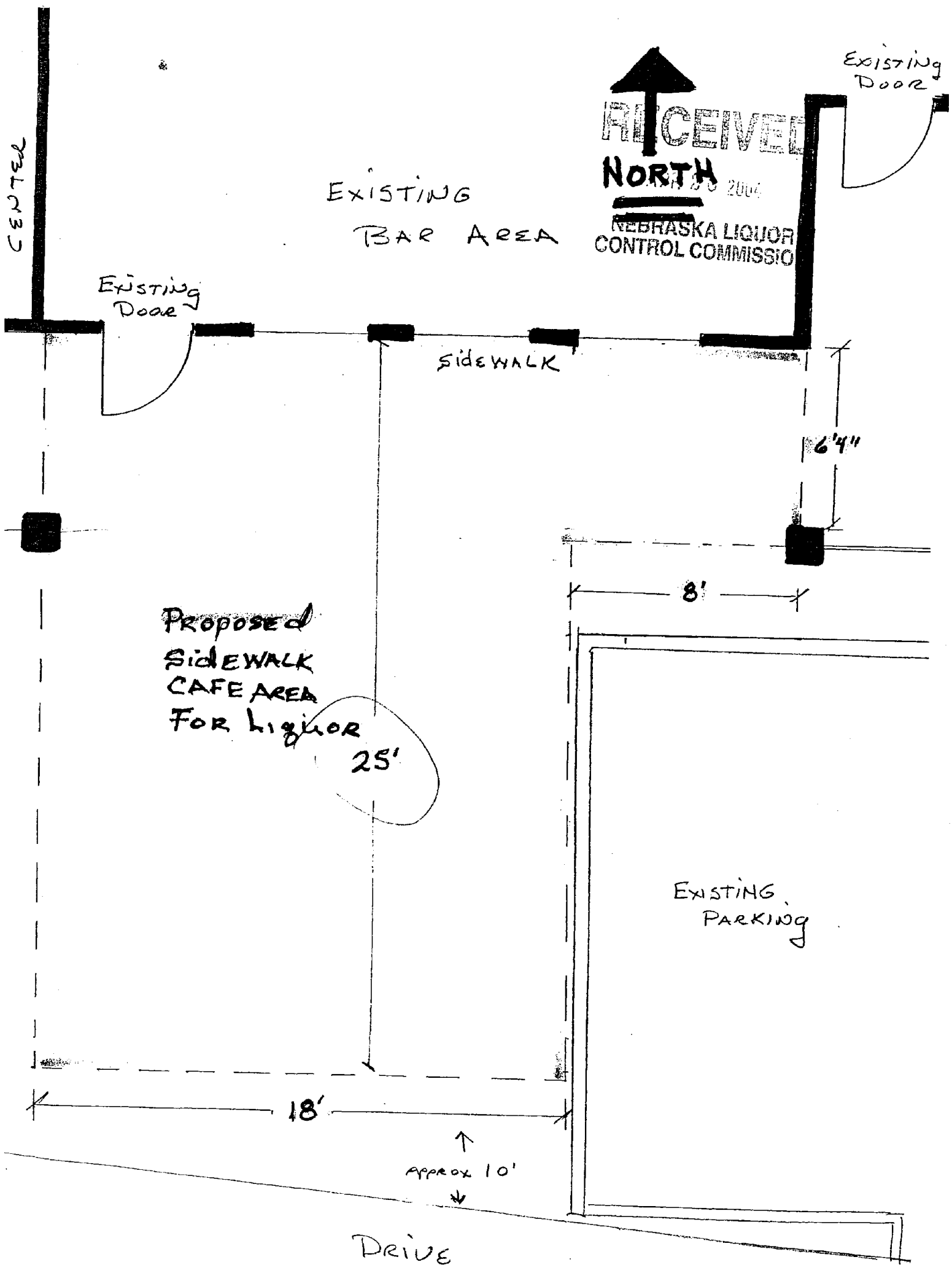
SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 31 DAY OF December, 2003.

Kathy R. Hovermale  
NOTARY PUBLIC'S SIGNATURE & SEAL



FORM 35-4179

di #45  
CK 6/1/06



CENTER

RECEIVED  
NORTH  
NEBRASKA LIQUOR  
CONTROL COMMISSION

Existing  
Door

EXISTING  
BAR AREA

Existing  
Door

SIDEWALK

6'4"

8'

Proposed  
SIDEWALK  
CAFE AREA  
FOR LIQUOR  
25'

EXISTING  
PARKING

18'

↑  
Approx 10'  
↓

DRIVE

LEASE AGREEMENT

RECEIVED

THIS LEASE, made and entered into this 9th day of April, 2001 by and between A.M. DAVIS  
MERCANTILE COMPANY, a Nebraska corporation, whose address is:

640 South 10th St.  
P.O. Box 82226  
Lincoln, Nebraska 68501

APR 26 2001  
NEBRASKA LIQUOR  
CONTROL COMMISSION

hereinafter called the LESSOR, and GRANDSTAND, LLC, a Nebraska limited liability company, hereinafter called the LESSEE.

WITNESSETH:

That in consideration of the mutual covenants of the respective parties as herein provided, the LESSOR does hereby lease unto the LESSEE the following property situated in Lincoln, Lancaster County, Nebraska more particularly described as follows:

5601 South 56th Street, Suite 20, a commercial leasehold in The Alamo Shopping Center

CONSISTING of 3,500 square feet, more or less, on the following terms and conditions:

1. **TERM:** The initial term of this lease shall be for One Hundred Twenty (120) months () commencing on April 9, 2001 and ending on March 31, 2011. In the event that LESSEE has paid all rent and performed all other obligations arising hereunder during said initial term, LESSEE may elect to renew this Lease for an additional term of sixty (60) months by providing written notice thereof to LESSOR no later than one hundred eighty (180) days prior to the expiration of the initial term. In the event LESSEE does elect to so renew or extend the term of this Lease, then upon such renewal, all rights and obligations of LESSOR and LESSEE during such renewal term shall be governed by the terms and provisions set forth herein.

2. **FIXED RENT:** The LESSEE hereby agrees to pay, to LESSOR at its Lincoln, Nebraska address, or such other place as may be designated by LESSOR, the following Fixed Rent:

Rent beginning April 9, 2001 through March 31, 2002 shall be Three Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$3,316.25) per month; provided, however, Fixed Rent for the month of April, 2001 shall be prorated to correspond with LESSEE taking occupancy of the premises on April 9, 2001.

On each Lease Anniversary Date (i.e., April 1st), during the remaining years of the lease term, including any extension period or renewal term, the Fixed Rent shall be increased by the greater of: (a) three (3) percent of the previous lease year Fixed Rent, or (b) a calculation increasing the previous lease year Fixed Rent based on data from the Consumer Price Index.

All rents, both fixed and additional, are payable in advance and without demand. Said rental shall be delivered to LESSOR on or before the first day of each month. Time being of the essence of this contract. Late payments shall be subject to late payment penalty of Seventy-Five (\$75.00) per month.

3. **ADDITIONAL RENTAL:** In addition to the above Fixed Rent, LESSEE agrees to pay on a monthly basis as a part hereof, the following additional charges, namely:

A) LESSEE'S proportionate share of the monthly maintenance charges of the common parking area, landscape services and outside electric bills.

B) LESSEE'S proportionate share of all operating, maintenance, and servicing charges and costs, including, but not limited to security, telephone, gas, electricity, water, sewer, sewer connections, sidewalks and street improvements, and any and all other special assessments and improvements levied or charged against the property not included within the above maintenance costs. Failure to make any and all such payments shall constitute a material breach of this lease.

C) LESSEE further agrees to pay LESSOR a sum of money equal to the LESSEE'S proportionate share of all taxes and assessments levied and assessed against the shopping center improvements and parking area.

The parties agree that the aforesaid Additional Rental charges will be reconciled annually on the lease anniversary date. Further, LESSEE shall not incur any costs for capital expenditures made by LESSOR. Capital expenditures shall mean construction that may occur on or about the Alamo Shopping Center which is expected to have an indefinite period of existence.

4. SALES TAX: LESSEE agrees to pay LESSOR Nebraska Sales Tax, if any, which may be imposed on this Agreement. If the applicable law provides for direct payment to the tax authority, LESSEE agrees to provide LESSOR with evidence from the tax authority that said tax has been directly paid to the tax authority.

5. SECURITY DEPOSIT: LESSOR acknowledges receipt from LESSEE a Security Deposit in the amount of Three Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$3,316.25). Said Security Deposit shall be held by LESSOR without bearing interest. LESSOR reserves the right to increase the Security Deposit upon failure of the LESSEE to comply with any of the terms contained in this Agreement. Should the LESSOR elect to increase the Security Deposit, the deposit shall be increased to be not less than the amount of one (1) month's fixed rent on the date of the default declaration. Upon LESSOR's election to increase the Security Deposit upon declaration of default, said increase in the Security Deposit shall become due and collectable on demand of LESSOR. It being understood that in the event LESSEE shall fail to comply with each and every term of this lease, or should surrender said premises without the prior written consent of LESSOR, or is dispossessed therefrom, then in that event, the said sum shall be forfeited by LESSEE to LESSOR as damages. Upon expiration of this lease, LESSOR is authorized by LESSEE to deduct and withhold from said deposit all charges and losses for repairs and replacement costs and any and all damages to said demised premises, normal and reasonable wear and tear excepted. Any balance of said deposit, after deducting the aforesaid charges, shall be promptly refunded to LESSEE.

6. USE OF PREMISES: LESSEE covenants that the premises shall not be used for any other purpose than:

a Sports Bar and Restaurant, including forms of gaming as authorized by the State of Nebraska, its governmental entities and subdivisions.

It is specifically understood and agreed, LESSEE's use of the demised premises will not include the dispensing of "off-sale" alcoholic beverages. Further, LESSEE's use shall not include the employment of loudspeakers, televisions, phonographs, radios, or other devices outside of the interior walls of the demised premises. All operation of the aforesaid devices in the interior of the demised premises shall be performed in a manner which will not unduly disturb other tenants or otherwise become a nuisance. LESSEE agrees to conduct its business in the demised premises continuously on all days and at all hours as is lawful and reasonable for businesses of a like nature. In no event does this subclause contemplate, authorize or require LESSEE to operate in violation of any applicable statute, ordinance or rule. LESSEE hereby agrees, the business conducted on or about the premises shall not involve the selling of western-wear, tack or horse trailers. LESSEE agrees, violation of this provision shall be deemed a default of the lease. LESSEE shall not perform any acts or carry on any practice which may injure the building or be a nuisance to other tenants, and will refrain from doing acts or carrying on practices which will substantially inconvenience or disturb

adjoining tenants. LESSEE will not permit any act which shall be of a disorderly nature or a nuisance, or cause damage to the LESSOR'S premises, or the occupant of any adjoining property. Further, LESSEE agrees to keep the front of the demised premises and the adjoining walkways clean, swept, and free of any and all obstacles, including, but not limited to, ice and snow. Further, LESSEE agrees to routinely patrol and police the parking lot adjoining the demised premises to assure the area is free and clear of any alcohol containers.

RECEIVED  
APR 26 2004  
NEWARK  
ALCOHOL  
CONTROL  
COMMISSION

7. POSSESSION: LESSEE covenants that he will deliver up quiet and peaceful possession of the leased premises at the termination or expiration of the lease. LESSOR shall have the right at reasonable times to enter said premises for purpose of inspection and for showing the premises to a prospective purchaser or tenant and for any other lawful purpose.

8. SIGNS: LESSEE shall not erect or install any exterior or interior window or door signs without the prior written consent of LESSOR. Said consent shall not be unreasonably withheld. LESSEE agrees that all signs shall be approved by LESSOR, be in compliance with the shopping center sign rules and regulations, and comply with any and all requirements established by lawful governmental authority. Further, LESSEE agrees not to install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or paint without obtaining prior written consent of LESSOR.

9. RECEIVING, DELIVERY AND PARKING: LESSEE agrees that in receiving or removing business, store or office equipment, fixtures, goods or merchandise, and in disposing of refuse, garbage, trash, and so forth, the same shall be done in accordance with rules and regulations established by LESSOR from time to time, and in general the same shall be done only before or after normal business hours. The use of service ways and corridors shall not unduly interfere with the use and rights of other tenants. LESSEE further covenants and agrees that the parking of autos of LESSEE and LESSEE's employees shall be subject to rules and regulations, and in general shall not be parked in the immediate vicinity of the building during the hours of 8:00 a.m. through 7:00 p.m. LESSEE agrees to provide LESSOR, upon request, with the vehicle license numbers of LESSEE and LESSEE's employees.

10. INSURANCE: LESSEE shall maintain at its own expense owner's, landlord's, and tenant's public liability insurance with coverage for one person of not less than \$500,000.00, and with coverage of not less than \$1,000,000.00 for more than one person, and with coverage of not less than \$500,000.00 for property loss or damage. Such policy shall contain provisions as will protect both LESSOR and LESSEE as their interests appear. LESSEE shall also maintain, at its own expense, casualty insurance which, in the event of loss due to fire or storm, the proceeds of LESSEE'S insurance coverage shall be used solely for the purpose of restoring the premises demised hereby to as good of condition as it was prior to the loss, and in the event that the amount collected under such insurance policy shall be insufficient for such purpose, LESSEE agrees to furnish such additional sums as may be required to restore said premises to their condition immediately prior to said loss. LESSEE shall furnish a policy or certificate to LESSOR evidencing liability and casualty insurance coverage. Said policy or policies of insurance shall list the LESSOR as an additional insured and loss payee.

11. UPKEEP AND REPAIRS: LESSEE agrees to maintain said demised premises in good condition, reasonable wear and tear excepted. LESSEE agrees to make all necessary repairs for the upkeep of the interior of the demised premises, including, but not limited to, the plumbing, heating and air-conditioning equipment. LESSEE agrees that the use of the plumbing shall not include any uses other than those uses normally and reasonably associated with standard plumbing and plumbing fixtures. LESSEE agrees that LESSEE and LESSEE's agents and employees shall not dispose of any substances which may clog, erode, or damage the plumbing system, whether through utilization of "garbage disposal units" or other such devices. It is agreed LESSEE shall maintain, and replace if necessary, a "grease trap" to prevent the accumulation of grease or other wastes in the plumbing system. LESSEE agrees to provide LESSOR with evidence of any contract which LESSEE has regarding the maintenance of said grease trap. Further, LESSEE agrees to be responsible for maintenance and cleaning of all exhaust ventilators and for cleaning